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FROM THE COMMISSIONER'S DESK

Transitions

As I write these words, we are in a time of transition. We are transitioning from autumn to winter. We will shortly transition to the New Year. State government is transitioning to a new legislature. And, it has been a time of transition for the Department.

The biggest change involves two of those transitions. General Counsel Donna Soucy has left the Department to become Chief of Staff to the New Hampshire State Senate. In her five years with the Banking Department, she has been involved in all facets of the legal process and has been intimately involved in legislation. I am sure you all join me in wishing Donna good luck in her new position. I am also sure that we will be seeing and hearing about Donna in the future.

Of course, Donna Soucy's transition is but one of many transitions at the State House. While Governor Lynch will only be transitioning to a second term, the state legislature has a major transition. Every two years, some legislators leave, and new ones arrive. But this biennium, the Legislature will be controlled by the Democrats for the first time in over a hundred years. With a new party in charge in both the House and Senate, there will be many changes in the State House. Time will tell how this transition affects the Department and the entities we regulate.

Back at the Department, we have many new employees – two new lawyers and three examiners. And, we will shortly hire a paralegal to assist in the Consumer Credit Division.

I think we are doing well with our transitions. I hope you all do well in your "transition" to the New Year!



*Commissioner signing
Hampshire First Bank certificate.*

Personnel Changes

Five new employees have joined the Banking Department staff. Our new Legal Coordinators are James Shepard, Staff Attorney for the Consumer Credit Division; and Maryam Torben-Desfosses, Staff Attorney for the Banking Division. New Bank Examiners are Anthony Leone and Alicia Mailhot, working in the Consumer Credit Division; and James Wrobel, in the Banking Division.

Nancy Burke was promoted to Program Specialist in the Consumer Credit Division.

Donna M. Soucy, General Counsel, New Hampshire Banking Department, left the Department to fill her new position as State Senate Chief of Staff.

Legislative Update

Donna M. Soucy – General Counsel

Regulating Identity Theft

What it Means for Financial Institutions Regulated by the Banking Department

By Donna M. Soucy, General Counsel

The use and storage of personal information was and probably will continue to be an important topic of consideration for the Legislature and the Governor. During

the 2006 Legislative Session, House Bill 1660, Regulating Identity Theft was signed by Governor John Lynch and will become effective on January 1, 2007. What does this mean for New Hampshire Banking Department regulated financial institutions? In a nut shell, you will be required to report to the Department and consumers, breaches of security of personal information. Personal information means an individual's first name or initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted: Social security number, driver's license number or other government identification number, or account number, credit card number, or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

If you are doing business in the State of New Hampshire and you own or license computerized data that includes personal information and you become aware of a security breach of that information, you are required to promptly determine the likelihood that the information has or will be misused. If you determine that a misuse has occurred or is reasonably likely to occur or even if you are unable to make such a determination, you are required to notify the Banking Department and all affected individuals as quickly as possible. The notice provided to the Banking Department shall include the anticipated date of notice to the affected individuals and the approximate number of individuals in this state who will be notified.

The notice provided to affected individuals can be provided in a written form; electronic form, if that is your business' primary means of communicating with affected individuals; telephonic form provided that a log of each such notification is kept by the person or business who notifies affected persons; or substitute notice, if the business demonstrates that the cost of providing notice would exceed \$5,000, that the affected class of subject individuals to be notified exceeds 1,000, or the business does not have sufficient contact information or consent to provide notice in written, telephonic, or electronic form. Substitute notice shall consist of all of the following: e-mail, conspicuous posting of the notice on the person's business website, or notification to major statewide media. The notice provided to affected individuals shall include at a minimum: (a) a description of the incident in general terms; (b) the approximate date of breach; (c) the type of personal information obtained as a result of the security breach; and (d) The telephonic contact information of the person subject to this section. Financial institutions that notify 1,000 or more affected persons are also required to notify all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, unless your institution is subject to Title V of the Gramm, Leach-Bliley Act, 15 U.S.C. section 6801 et seq.

It is the hope of the Banking Department that all of you are vigilant in protecting consumer information; however, should you fall victim to a breach, please contact the Department immediately so that we can advise and assist you with the notification processes described above.

BANKING DIVISION NEWS

Charles M. O'Connor – Chief Bank Examiner

New State Chartered Entities

The Bank Commissioner authorized FNTC America Trust Company, Concord, New Hampshire, to commence business as a non-depository trust company, beginning on October 27, 2006.

On November 11, 2006, the Bank Commissioner authorized Hampshire First Bank, Manchester, NH, to commence business as a bank.



Hampshire First Bank Nashua Branch Office Opening

Annual Reports

The 2006 Annual Report forms are available on the department's website. The form is available in Word and PDF for your convenience. If you need more space than is allocated on the form, please put "See Attached" in the first row and attach an additional paper with the required information.

Please remember that original signatures are needed on all forms that require a signature. All forms should be typewritten originals, authenticated copies, or computer duplicates. All filings need to be received by our office on or before January 28, 2007. A statutory fine of \$25 per day will be assessed for each day delinquent.

If you have any questions do not hesitate to contact Chief Bank Examiner Chuck O'Connor.

Account Information At-a-Glance

We send out a reminder letter regarding Account Information At-a-Glance in December and June. Submis-

sion of the form is required by all state chartered depository institutions by January 1st and July 1st of each year. BAN 705, available on our website, is the governing regulation. In addition, the form is required to be posted in the lobby of the institution's main office as well as all branches. Form NHBD-10 is available on our website and the completed form can be emailed to NHBD@banking.state.nh.us or mailed in.

Interest on Escrow Accounts

A reminder letter is mailed in December and June of each year to all state chartered depository institutions. From the information received, we calculate the interest rate payable on escrow accounts for the next six month period. RSA 384:16-c and RSA 384:16-e, available on our website, are the governing laws. You may submit the form electronically to NHBD@banking.state.nh.us; otherwise, please mail a hard copy of the report to the Department by January 15, 2007.

The interest rate payable on mortgage escrow accounts will be announced to applicable trade organizations on or before February 1, 2007. You may obtain the current escrow account interest rate from our website or your trade association.

News Item: Updated Suspicious Activity Reports for Depository Institutions

By Maryam Torben-Desfosses, Staff Attorney

The Financial Crimes Enforcement Network and federal banking agencies have now updated the SAR-DI forms to "support a joint filing initiative." This new form will reduce the number of duplicate SARs filed for a single suspicious transaction.

The implementation date for the updated SAR-DI forms will be June 30, 2007. On this date, depository institutions can either use the existing or updated format but must use the updated format beginning December 31, 2007.

For more information or to view the updated SAR-DI form, please visit <http://www.fincen.gov/PRNewSARFormat122106.html>.

Post-Dating Confirmation of Non-Rescission Forms

By Maryam Torben-Desfosses, Staff Attorney

Imagine this scenario: Ms. Smith would like to obtain a second mortgage loan secured by her real property. The banking institution (creditor) gives her all the requisite disclosures mandated by the Truth in Lending Act and Regulation Z. At the closing, she signs her Notice of Right to Cancel and for her convenience, the institution asks her to also post-date and sign the Confirmation of Non-Rescission form. What could happen?

Though post-dating confirmation of non-rescission forms appears to be a common practice in the consumer credit industry, it should be discouraged because it leaves

the creditor open to liability for violating the consumer's right to rescission via an improper waiver of such right. The federal Truth in Lending Act (codified as 15 U.S.C. Section 1635 et. seq. and known as "TILA") and Regulation Z (12 C.F.R. Part 226) are part of the Consumer Protection Act and cover consumer credit transactions involving the consumer's principal residence. Under TILA, a consumer has three business days after consummation of the transaction, or delivery of the information and rescission forms together with a statement containing the required material disclosures (whichever is later) to rescind the transaction.

The only way to properly waive this right of rescission is if the consumer has a bona fide emergency and the waiver is not on a pre-printed form. So, if Ms. Smith should sign a pre-printed confirmation of non-rescission at any time prior to her three day right ending, she would now have three years after the date of consummation of the transaction or upon sale of the property (whichever is first) to rescind this deal!

Oh, wait! There's more! With a rescission, Ms. Smith will not be liable for any finance charges or for any amount she paid in and the creditor will need to pay this all back to her. The creditor is now strictly liable for violations of the disclosure requirements (which include right of rescission) whether or not Ms. Smith suffered actual harm. If Ms. Smith did suffer actual damages, she could get back her attorney's fees and court costs for a successful enforcement of a rescission action. According to TILA (15 U.S.C. Section 1640), Ms. Smith's individual action could be double the correctly calculated finance charge but not less than \$200 or more than \$2,000. Ms. Smith has a one year statute of limitations from the date of settlement of her loan to sue the creditor. See 15 U.S.C. Section 1640(e) and *Wiggins v. Avco Fin. Servs.*, 62 F.Supp.2d 90 (D.D.C. 1999), citing to *Lawson v. Nationwide Mortgage Corp.*, 628 F.Supp. 804, 807 (D.D.C. 1986).

You might be asking yourself how this could happen; after all, you thoroughly explained the confirmation of non-rescission form and the right to rescind to Ms. Smith! Unfortunately, "hypertechnicality reigns in the application of TILA," and disclosures should be viewed from the vantage point of the ordinary consumer, not a skilled business person. See *Adams v. Nationscredit Financial Services Corp., et al.*, 351 F.Supp.2d 829 (N.D. Ill. 2004), citing to *Smith v. Cash Store Management Inc.*, 195 F.3d 325 (7th Cir. 1999).

Here are two cases that ruled in favor of the consumer plaintiff concerning the post-dating of the confirmation of non-rescission form. In *Latham v. Residential Loan Centers of America*, No. 03 C 7094, 2004 WL 1093315 (N.D. Ill. 2004), the court held there was a failure to provide notice of rescission rights when the plaintiff signed on the day of closing and the confirmation of non-rescission was

dated three business days after the closing. *Latham* is cited in *Rodrigues v. Members Mortgage Co., Inc.*, 323 F.Supp.2d 202 (D. Mass. 2004). In *Rodrigues*, the plaintiffs signed a separate form entitled “Confirmation of Non-Exercise of Right to Cancel,” which they signed the same day as the closing but post-dated it by six days. The bank indicated it was their standard practice to have consumers sign both the Notice of Right to Cancel and Confirmation on Non-Exercise at the time of closing. Two years later, the plaintiffs attempted to rescind based on TILA and Regulation Z violations. The court held that the practice of signing both forms at the time of closing “is particularly confusing because a reasonable borrower might not understand that despite signing the confirmation he still had the right to rescind in the three day cooling off period.”

In light of the above cases, here are three good practice options for creditors: (1) The consumer signs the Confirmation or Acknowledgment Not to Rescind after the three days have elapsed and returns the document to the creditor. (2) Allow a Confirmation of Non-Rescission to be faxed to the settlement agent. Caveat: there might be a problem with authenticity of signatures with this method and not all borrowers have easy access to fax machines. (3) If the settlement agent has not received the Notice of Rescission from the creditor or consumer by the fourth day, disburse the funds. Caveat: this assumes the consumer has not mailed in a rescission on the third day.

Remember, better to be safe than potentially liable!

CONSUMER CREDIT DIVISION NEWS

Mary L. Jurta, Director of Consumer Credit

Alternative Mortgage Transaction Parity Act (1982)

By Mary L. Jurta, Director of Consumer Credit

Can negative amortization mortgages be offered and sold in New Hampshire? It depends.

New Hampshire statute contains a provision at 397-A:14 that requires that simple interest be charged on mortgage loans. That statute effectively prohibits the offer and sale of negatively amortizing loans in New Hampshire. However, in 1982, the U.S. Congress passed the Alternative Mortgage Transaction Parity Act (“AMTPA”). That act effectively pre-empts state simple interest statutes, **IF**

- 1) a state did **NOT** pass a law making alternative mortgages illegal within 2 years from the date of effectiveness of the Act, **AND**
- 2) the lender ties the rate to an established index, **AND**
- 3) certain Truth in Lending Act (“TILA”) disclosures are provided at the time an application is given to

a borrower or prior to the time the borrower pays a non-refundable fee, whichever is earlier (there is an alternative 3 day delivery time frame for brokered transactions).

New Hampshire did not pass an Act making alternative mortgages illegal within 2 years from the date of AMTPA’s passage. So if the lender correctly ties the interest rate to an appropriate index and makes the disclosures required by the Office of the Comptroller of the Currency (OCC) under § 226.19(b) of the Truth In Lending Act in the required time frame, negative amortization loans may be offered and sold legally in New Hampshire under the safe harbor provided by AMTPA.

Negative amortization loans include any loan where the interest may be capitalized, that is where interest due is not paid on a monthly (or other) payment basis, but instead is added to the principal amount of the loan. In the case of a negatively amortizing loan, a borrower could, at times during the loan period, owe more money than they borrowed.

When New Hampshire examiners see that negative amortization loans are being offered by a mortgage broker or mortgage banker (lender), they will look for verification in the files that the two conditions cited above have been met. To verify that the loans have been lawfully sold in New Hampshire, they will look to see that the rate is tied to an appropriate index and that the specific Truth in Lending disclosures have been given within the required time frame. Brokers and Lenders are subject to sanction and open themselves up to civil liabilities if they illegally sell negatively amortizing mortgage loans in New Hampshire.

In order to make sure negative amortization loans are legally offered and sold in New Hampshire a **Lender** should:

- Create written policies and procedures that set forth the steps to be followed, including time frames and name or title of the individual responsible for ensuring the disclosures are provided.
- Create a record in each New Hampshire negative amortization loan file of the index to which the loan will be tied, type of disclosure pamphlet (a description or name) given to the borrower, the date that the application was given or sent with the disclosure to the borrower or the date the application was received by the Lender and the date that the disclosure was sent. If a non-refundable fee was collected before the application was received by the Lender, the date the fee was paid and the date the disclosure was given should both be recorded.
- Have written contracts in place with all brokers it uses for New Hampshire loans that set forth the procedures that the lender will use to appropriately tie each variable rate mortgage to an index and to make timely delivery

of the required disclosure. The contract should include the steps for compliance with the disclosure rules that a broker must take if it accepts a non-refundable fee from a borrower.

- Train all employees and brokers on the requirements that must be met to make the offer of such products legal in New Hampshire;

The 3 day delivery period alternative in brokered transactions and the normal requirement that lenders provide the disclosures **do not eliminate a Broker's obligation** to make sure the negative amortization mortgage product is lawfully offered and sold in New Hampshire. The broker must review its contract with the lender or otherwise make sure the lender will follow the required steps. And if the broker accepts a non-refundable fee before the application is forwarded to the lender, then the broker will have to provide the disclosure document at the time of acceptance of the fee.

The **Broker's** written policies and procedures should set forth due diligence procedures that the broker, and all persons offering alternative mortgages on behalf of the broker, will take to verify that the lender(s) is complying with the index and with the §226.19(b) disclosure requirements and time frames. Written procedures should include:

- A requirement for written contracts with all correspondent lenders that set forth the requirement for each lender to appropriately tie each variable rate mortgage to an index and to provide the disclosures within the allotted time frame.
- Copies of disclosure documents that each correspondent lender will give to borrowers.
- Procedures for training all individuals who will offer negative amortization mortgages on behalf of the broker.

The required Truth in Lending disclosures and procedures are found at §226.19(b) and read:

“(b) *Certain variable-rate transactions.* ^{45a} If the annual percentage rate may increase after consummation in a transaction secured by the consumer's principal dwelling with a term greater than one year, the following disclosures must be provided at the time an application form is provided or before the consumer pays a nonrefundable fee, whichever is earlier: ^{45b} {{ 12-31-97 p.6666 }}

(1) The booklet titled *Consumer Handbook on Adjustable Rate Mortgages* published by the Board and the Federal Home Loan Bank Board, or a suitable substitute.

(2) A loan program disclosure for each variable-rate program in which the consumer expresses an interest. The following disclosures, as applicable, shall be provided:

(i) The fact that the interest rate, payment, or term of the loan can change.

(ii) The index or formula used in making adjustments, and a source of information about the index or formula.

(iii) An explanation of how the interest rate and payment will be determined, including an explanation of how the index is adjusted, such as by the addition of a margin.

(iv) A statement that the consumer should ask about the current margin value and current interest rate.

(v) The fact that the interest rate will be discounted, and a statement that the consumer should ask about the amount of the interest rate discount.

(vi) The frequency of interest rate and payment changes.

(vii) Any rules relating to changes in the index, interest rate, payment amount, and outstanding loan balance including, for example, an explanation of interest rate or payment limitations, negative amortization, and interest rate carryover.

(viii) At the option of the creditor, either of the following:

(A) A historical example, based on a \$10,000 loan amount, illustrating how payments and the loan balance would have been affected by interest rate changes implemented according to the terms of the loan program disclosure. The example shall reflect the most recent 15 years of index values. The example shall reflect all significant loan program terms, such as negative amortization, interest rate carryover, interest rate discounts, and interest rate and payment limitations, that would have been affected by the index movement during the period.

(B) The maximum interest rate and payment for a \$10,000 loan originated at the initial interest rate (index value plus margin, adjusted by the amount of any discount or premium) in effect as of an identified month and year for the loan program disclosure assuming the maximum periodic increases in rates and payments under the program; and the initial interest rate and payment for that loan and a statement that the periodic payment may increase or decrease substantially depending on changes in the rate.

(ix) An explanation of how the consumer may calculate the payments for the loan amount to be borrowed based on either:

(A) The most recent payment shown in the historical example in paragraph (b)(2)(viii)(A) of this section; or

(B) The initial interest rate used to calculate the maximum interest rate and payment in paragraph (b)(2)(viii)(B) of this section.

(x) The fact that the loan program contains a demand feature.

(xi) The type of information that will be provided in notices of adjustments and the timing of such notices.

(xii) A statement that disclosure forms are available for the creditor's other variable-rate loan programs."

The full text and footnotes for the Truth In Lending Mortgage Disclosures can be found on the department's website at <http://www.state.nh.us/banking>.

Regulatory Guidance on the offer and sale of Nontraditional Mortgage Products in New Hampshire

By Mary L. Jurta, Director of Consumer Credit

On November 13, 2006 by Order, Banking Commissioner Peter Hildreth adopted the Guidance on Nontraditional Mortgage Products ("the Guidance") as recommended by the Conference of State Bank Supervisors (CSBS) and the American Association of Residential Mortgage Regulators (AARMR). The Commissioner's Order has the effect of law in New Hampshire. The Guidance follows the Interagency Guidance on Nontraditional Mortgage Product Risks that was recently adopted by the Office of the Comptroller of the Currency (OCC), the Office of Thrift Supervision (OTS), the National Credit Union Administration (NCUA), the Board of Governors of the Federal Reserve System (FRB), and the Federal Deposit Insurance Corporation (FDIC). The New Hampshire Order applies to both mortgage brokers and mortgage bankers. Copies of the New Hampshire Guidance, the Press Release, and the Commissioner's Order are on the Banking Department's website <http://www.nh.gov/banking/>.

Alternative mortgage products or non-traditional mortgage products allow borrowers to defer payment of principal and sometimes interest. Examples are interest only mortgages and pay option adjustable rate mortgages. While these mortgage alternatives may provide home ownership opportunities that otherwise would not exist, it cannot be ignored that they also pose risks greater than traditional mortgages. Additional risks, referred to as "risk layering", are posed when, in addition to recommending nontraditional mortgage products, a Lender or Broker uses reduced documentation to verify a borrower's income and assets or makes simultaneous second-lien loans.

The Guidance is intended to advise mortgage Bankers (Lenders) and Brokers on what they should do when offering these products to borrowers. Lenders and Brokers must ensure that loan terms and underwriting standards are consistent with prudent lending practices, including consideration of a borrower's repayment capacity. They must ensure that borrowers have sufficient information to clearly understand loan terms and associated risks prior to making a product choice.

Underwriting Standards - Lenders and Brokers should:

- Address the borrower's capacity to repay when loan amortization begins;
- Not cede underwriting standards to third parties, including brokers, but should insist that their own standards are followed;
- Contemplate "payment shock" to borrowers under the terms of the product; they should take steps to mitigate such shock and must consider all factors affecting the loan including loan-to-value and debt-to-income ratios and credit scores when underwriting mortgage loans;
- Consider the borrower's ability to repay at all possible payment levels of the mortgage;
- Avoid over-reliance on credit scores as a substitute for income verification; the higher the risk components the more important it is to verify income;
- Not make loans that are "collateral dependent", that is, the borrower will be required to refinance or sell once amortization begins;
- Look for, and find, mitigating factors when risks are layered in a mortgage loan such as when an interest only loan is combined with underwriting by reduced documentation or with a simultaneous second-lien loan; mitigating factors might be higher credit scores, lower LTV and DTI ratios, significant liquid assets, mortgage insurance or other credit enhancements;
- Develop clear written policies when reduced documentation underwriting is used; Freddie Mac has such underwriting guidelines; using unverified income for nontraditional mortgages is especially risky; as risk increases, verification and documentation of the borrower's income and debt reduction capacity should increase; stated income should be accepted only if there are mitigating factors that clearly minimize the need for direct verification of repayment capacity; most borrowers can readily document income using W-2 statements, pay stubs or tax returns;
- Caution against simultaneous second liens that reduce the owner's equity, especially when negative amortization may further reduce the equity and when interest rate increases may reduce the borrower's capacity to repay;
- Use caution when setting introductory interest rates to avoid a wide initial spread that may trigger negative amortization, severe payment shock and an earlier-than-schedules recasting of monthly payments;
- Not target subprime borrowers through tailored marketing, underwriting standards and risk-layering factors to increase risks to the borrower and the lender;

Policies and Procedures - Lenders should:

- Adopt robust risk management practices that keep pace with the changes in market and growth of nontraditional products;
- Develop written policies that specify acceptable products attributes;
- Design enhanced performance measures to allow for early identification of risks of loans; the ability to classify loans by broker/originator and mortgage attributes (traditional, interest only, pay option arms, etc.), and underwriting standards (standard, reduced documentation such as no income no assets, stated income) may allow for a measure of risk of a portfolio;
- Monitor concentrations in nontraditional mortgage products;
- Set forth quality control, compliance and audit standards to ensure that policies are adhered to and hold managers accountable;

Disclosures - Lenders and Brokers should:

- Make sure, through training, written procedures and monitoring, that all persons originating nontraditional loans on their behalf provide full and clear disclosures and help the borrower to understand the terms, obligations and risks of such loans;
- Provide balanced disclosure, in advertisements, oral statements, and promotional materials for nontraditional mortgages of:
 - ♦ the affordability in the near term and the likelihood of increased future payments,
 - ♦ payment shock when the loan begins to amortize,
 - ♦ the effects of negative amortization and reduction of equity;
- Ensure that borrowers have all information needed to make an informed decision about nontraditional mortgages including prepayment penalties and the increased cost of reduced document loans.

The Lender's disclosure requirements, timing, index, if any, and underwriting standards should be included in the contract or agreement between the Lender and the Broker or otherwise memorialized. New Hampshire examiners will be looking at all such agreements.

The legal requirements in New Hampshire for offering and selling any loan that may negatively amortize must be met. Brokers must make a determination from analysis of the lender's disclosure, time frames for making disclosures, and index, that negative amortization loans (a subset of alternative or nontraditional mortgage products)

can be offered and sold in New Hampshire. Additionally, Brokers must make a determination that the Lender's underwriting standards and due diligence procedures adhere to the Guidance so that the Broker can offer alternative mortgage products in New Hampshire.

It is unethical and will subject Brokers and Lenders to sanctions if they turn a "blind eye" when underwriting mortgages. For instance, it is unethical to use a stated income standard when W-2's or Tax Returns are readily available, and especially when a borrower did not qualify for a loan using such documentation. Sound underwriting cannot be substituted for higher interest rates. New Hampshire examiners are looking for such violations.

Additional Filing Requirement for Expiring Licenses

By Celeste Couture, Licensing Supervisor

The Department is in the renewal process for your company's 2007 licenses. We notified your licensing contact person, when we emailed their credentials to file the renewals electronically, that a new procedure was in place, if the company was planning to not renew the license(s) for 2007.

You will be required to complete and submit to the Department a License Surrender/Expiration Form, which also sets forth a timeframe for completing specific notification requirements and the filing of additional documents.

Please visit our website and download the Surrender/Expiration form at <http://www.nh.gov/banking/LicenseSurrenderExpirationForm.pdf> and fill out the information on that form. You will find a Timeline Chart attached to this form which will guide you through the additional filing requirements and exactly when they must be completed. Depending on the type of license your company holds and whether you are allowing a principal or branch office to expire, there will be information and filings on this form and chart that *will not apply*.

One of the requirements is publication in the *New Hampshire Sunday News* or the *New Hampshire Union Leader* that the license issued to you by the Banking Department has expired and is not being renewed. Please note, however, that if you are only non-renewing a *branch office* license of your company, it is not necessary to make this publication.

Previously, these procedures were only required of companies that surrendered their principal office licenses when ceasing to do business in New Hampshire.

As always, should you have any questions regarding this procedure, do not hesitate to contact the Licensing Department at (603) 271-8675.

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NEW HAMPSHIRE
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